

Keith W. Heard
Lennon, Murphy & Phillips LLC
The GrayBar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
Tel: (212) 490-6050
Fax: (212) 490-6070
Attorneys for Plaintiffs
Plaza Marine, Inc. and Plaza Fueling Agents Incorporated

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

**PLAZA MARINE INC. and PLAZA FUELING AGENTS
INCORPORATED,**

Plaintiffs,

v.

BOUCHARD TRANSPORTATION CO., INC., in personam;

**M/V EVENING BREEZE, IMO No. 9840805, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

**M/V EVENING LIGHT, IMO No. 7400479, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

**M/V EVENING STAR, IMO No. 9629768, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

**M/V DENISE A. BOUCHARD, IMO No. 9730359, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

**M/V FREDERICK E. BOUCHARD, IMO No. 9794692, her
engines, appurtenances, furnishings, fittings, etc., in rem;**

**M/V JANE A. BOUCHARD, IMO No. 9269702, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

**M/V J. GEORGE BETZ, IMO No. 9137325, her engines,
boilers, appurtenances, furnishings, fittings, etc., in rem;**

Defendants.

VERIFIED COMPLAINT

Civil Action No.

Plaintiff, Plaza Marine, Inc. and Plaza Fueling Agents Incorporated, by and through their attorneys, Lennon, Murphy & Phillips LLC, as and for their Verified Complaint herein, allege upon information and belief as follows:

Jurisdiction and Venue

1. This Honorable Court has subject matter jurisdiction over this maritime action pursuant to 28 U.S.C. § 1333.

2. As hereinafter more fully appears, the Complaint sets forth an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, annexed to the Federal Rules of Civil Procedure.

3. Venue is proper in this District since defendant Bouchard Transportation Co., Inc. has its office and principal place of business within the District and since the defendant vessels are now or, during the pendency of this action, will be within this District and subject to the in rem jurisdiction of this Honorable Court.

Parties

4. Plaintiff Plaza Marine Inc. ("PMI") is a corporation organized and existing under and by virtue of the laws of New Jersey, registered to do business in New York, with an office and place of business at Suite 1F, 2317 Route 34 South, Manasquan, NJ 08736. PMI sells and arranges delivery of marine fuel to tugs and other vessels.

5. Plaintiff Plaza Fueling Agents Incorporated ("PFA") is a corporation organized and existing under and by virtue of the laws of Virginia, with an office and place of business at Suite 1F, 2317 Route 34 South, Manasquan, NJ 08736. PFA also sells and arranges delivery of marine fuel to tugs and other vessels.

6. Defendant, Bouchard Transportation Co., Inc. ("Bouchard"), is a corporation organized and existing under and by virtue of the laws of New York, with an office and place of business at 58 South Service Road, Suite 150, Melville, NY 11747. Bouchard owns and/or operates vessels in the carriage of goods by sea.

7. Defendant, M/V EVENING BREEZE, IMO No. 9840805, is a 287 dead-weight ton tugboat, registered under the laws of the United States, owned by non-party Tug Evening Breeze Corp. and commercially managed and operated by defendant Bouchard.

8. Defendant, M/V EVENING LIGHT, IMO No. 7400479, is a 199 gross ton tugboat, registered under the laws of the United States, owned by non-party Tug Evening Light Corp. and commercially managed and operated by defendant Bouchard.

9. Defendant, M/V EVENING STAR, IMO No. 9629768, is a 430 gross ton pusher tug, registered under the laws of the United States, owned by non-party Tug Evening Star Corp. and commercially managed and operated by defendant Bouchard.

10. Defendant, M/V DENISE A. BOUCHARD, IMO No. 9730359, is a 434 gross ton pusher tug, registered under the laws of the United States, owned by non-party Tug Denise A. Bouchard Corp. and commercially managed and operated by defendant Bouchard.

11. Defendant, M/V FREDERICK E. BOUCHARD, IMO No. 9794692, is a 713 gross ton pusher tug, registered under the laws of the United States, owned by non-party Tug Frederick E. Bouchard Corp. and commercially managed and operated by defendant Bouchard or one of its corporate subsidiaries.

12. Defendant, M/V JANE A. BOUCHARD, IMO No. 9269702, is a 687 gross ton pusher tug, registered under the laws of the United States, owned by non-party Tug Jane A. Bouchard Corp. and commercially managed and operated by defendant Bouchard or one of its corporate subsidiaries.

13. Defendant, M/V J. GEORGE BETZ, IMO No. 9137325, is a 591 gross ton pusher tug, registered under the laws of the United States, owned by non-party Tug J. George Betz Corp. and commercially managed and operated by defendant Bouchard.

Facts

14. Plaintiffs bring this action to recover amounts due and owing to them under maritime contracts for the supply of marine fuel to the defendant vessels at ports in the United States.

15. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 10,052 gallons of ultra-low-sulfur diesel ("ULSD") fuel to the tug EVENING LIGHT at Paulsboro, New Jersey on November 20, 2019. PMI subsequently submitted its invoice no. 24621 to Bouchard in the amount of \$20,873.48 for this fuel delivery, with payment due by December 20, 2019, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the EVENING LIGHT in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit A to this Verified Complaint.

16. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 8,001 gallons of ULSD fuel to the tug FREDERICK E. BOUCHARD at Elizabeth, New Jersey on November 27, 2019. PMI subsequently submitted its invoice no. 24712 to Bouchard in the amount of \$17,054.53 for this fuel delivery, with payment due by December 27, 2019, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the FREDERICK E. BOUCHARD in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit B to this Verified Complaint.

17. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 10,000 gallons of ULSD fuel to the tug EVENING BREEZE at Elizabeth, New Jersey on November 30, 2019. PMI subsequently submitted its invoice no. 24720 to Bouchard in the amount of \$20,715.50 for this fuel delivery, with payment due by December 30, 2019, but the invoice has not been paid and

said amount remains due and owing by Bouchard in personam and the EVENING BREEZE in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit C to this Verified Complaint.

18. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 30,000 gallons of ULSD fuel to the tug J. GEORGE BETZ at Elizabeth, New Jersey on November 30, 2019. PMI subsequently submitted its invoice no. 24719 to Bouchard in the amount of \$62,146.50 for this fuel delivery, with payment due by December 30, 2019, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the J. GEORGE BETZ in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit D to this Verified Complaint.

19. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 30,000 gallons of ULSD fuel to the tug JANE A. BOUCHARD at Elizabeth, New Jersey on December 2, 2019. PMI subsequently submitted its invoice no. 24742 to Bouchard in the amount of \$62,146.50 for this fuel delivery, with payment due by January 1, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the JANE A. BOUCHARD in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit E to this Verified Complaint.

20. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 10,000 gallons of ULSD fuel to the tug DENISE A. BOUCHARD at Elizabeth, New Jersey on December 23, 2019. PMI subsequently submitted its invoice no. 24992 to Bouchard in the amount of \$21,765.50 for this fuel delivery, with payment due by January 22, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the DENISE A. BOUCHARD in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit F to this Verified Complaint.

21. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 10,000 gallons of ULSD fuel to the tug EVENING STAR at Elizabeth, New Jersey on December 24, 2019. PMI subsequently submitted its invoice no. 24993 to Bouchard in the amount of \$21,865.50 for this fuel delivery, with payment due by January 23, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the EVENING STAR in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit G to this Verified Complaint.

22. In response to an order received and accepted from defendant Bouchard, plaintiff PFA supplied 10,025 gallons of ULSD fuel to the tug EVENING BREEZE at Elizabeth, New Jersey on December 24, 2019. PMI subsequently submitted its invoice no. 24994 to Bouchard in the amount of \$23,086.58 for this fuel delivery, with payment due by January 23, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the EVENING BREEZE in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit H to this Verified Complaint.

23. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 70,686 gallons of ULSD fuel to the tug FREDERICK E. BOUCHARD at Elizabeth, New Jersey on December 26, 2019. PMI subsequently submitted its invoice no. 25013 to Bouchard in the amount of \$160,566.79 for this fuel delivery, with payment due by January 23, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the FREDERICK E. BOUCHARD in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit I to this Verified Complaint.

24. In response to an order received and accepted from defendant Bouchard, plaintiff PMI supplied 11,781 gallons of ULSD fuel to the tug J. GEORGE BETZ at Elizabeth, New Jersey on January 2,

2020. PMI subsequently submitted its invoice no. 25101 to Bouchard in the amount of \$25,667.08 for this fuel delivery, with payment due by February 1, 2020, but the invoice has not been paid and said amount remains due and owing by Bouchard in personam and the J. GEORGE BETZ in rem. Copies of Plaza's invoice and the Marine Delivery Ticket for this fuel delivery are attached as Exhibit J to this Verified Complaint.

Plaintiffs' General Terms and Conditions of Sale

25. Each invoice by which plaintiffs sold marine fuel to the defendants provided that "DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS 'TERMS AND CONDITIONS OF SALE' DATED SEPTEMBER 2016." This was a reference to the Plaza Marine Group's General Terms and Conditions for Petroleum Products Sales Agreements dated September 2016 ("Plaza GTC's"), which provide in pertinent part as follows:

18. Payments Terms

- (a) Buyer shall pay Seller for the Product delivered . . . without discount, offset or deduction . . . in U.S. Dollars within thirty (30) days after the date of delivery.
- (c) The Buyer shall pay interest from the due date of any invoice to the payment thereof at (i) the higher of the rate of one and one-half percent (1and 1/2%) per month, or (ii) the maximum amount by law. Buyer agrees to pay all of Seller's costs (including attorney's fees and courts costs) of collecting past due payments (such amounts considered to be 35% of the uncollected amount) and late payment charges.

19. Financial Responsibility and Credit

- (a) Sale of the Product by Seller under the Agreement is made on the creditworthiness of Buyer, its agent, and the Receiving Vessel.
- (b) . . . Seller will have and may asse[r]t any and all maritime liens available to it against the Receiving Vessel, wherever found, for the full amount of the delivered price of the Product supplied to such Receiving Vessel by the Seller, plus accrued interest and collection costs and other obligations incurred by the Buyer hereunder.
- (d) The Buyer is presumed to have th[e] authority to encumber the Receiving Vessel pursuant to 46 U.S.C. 971 through 976 [now 46 U.S.C. §§ 31301-31343] and the General Maritime Law. In all sales, and in addition to any other rights, which it may have, Seller holds the Receiving Vessel responsible for satisfaction of the purchase price.

(e) In all sales, the Receiving Vessel is deemed to be responsible for satisfaction of the purchase price. The Seller does not waive but rather expressly reserves, and Buyer hereby assigns to Seller all rights afforded pursuant to U.S.C. 971 through 976 [now 46 U.S.C. §§ 31301-31343] and the General Maritime Law.

24. Attorney's Fees

If any action, at law, in equity or in admiralty, is brought by the Seller, either under the provisions of these Terms and Conditions of Sale or to enforce the Buyer's contractual obligation arising from the transaction referenced hereby, the Seller should it prevail in such action, shall be entitled to recover its reasonable attorney's fees (estimated to be 35% of the disputed amount) from the Buyer in the princip[al] action or in a related action brought specifically for the purpose in addition to any other relief to which the Seller may be entitled.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to choice of laws of that State that would require the laws of another jurisdiction to govern, ex[ce]pt (i) with regard to and to the extent that the Parties acknowledge and agree that Seller shall have a valid maritime lien, superior in priority to other liens, mortgages, or encumbrances against the Receiving Vessel, and (ii) as to other matters, if any, under the Agreement that involve vessels, harbors, seamen, or maritime affairs or commerce generally, which matters shall be governed by the General Maritime Law of the United States of America, or the law of the United States of America, or the law of the State of New Jersey where the General Maritime Law is silent or inapplicable.

Maritime Liens

26. With respect to each fuel delivery, as described in paragraphs 15 – 24 above, the failure to pay for the bunkers gave rise to a maritime lien against the respective vessels, which may be exercised by arresting the vessels in rem. The total amount owed by and with respect to each vessel, for which plaintiffs claim maritime liens, are as follows:

Vessel	Amount owed
EVENING BREEZE	\$43,802.08*
EVENING LIGHT	\$20,873.48
EVENING STAR	\$21,865.50
DENISE A. BOUCHARD	\$21,765.50

FREDERICK E. BOUCHARD	\$177,621.32
JANE A. BOUCHARD	\$62,146.50
J. GEORGE BETZ	\$87,813.58

* Of this amount, \$23,086.58 is due and owing to plaintiff PFA and \$20,715.50 is due and owing to plaintiff PMI. The remaining amounts shown above are all due and owing to PMI.

27. With respect to each fuel delivery, by signing the Marine Delivery Ticket, the respective vessel's Chief Engineer or other officer acted on behalf of the vessel and her Owner and/or Manager to procure the fuel for the ship, and thereby accepted the fuel on behalf of the vessel in compliance with the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §§ 31301-31343.

28. The marine fuel delivered to the defendant vessels was necessary for the accomplishment of their missions – i.e., the transportation of cargo in intrastate and/or interstate commerce. The vessels' representatives at the time of the fuel deliveries described herein were authorized to order, receive and acknowledge delivery of this necessary for the account of and on the credit of the defendant vessels.

29. Each of the defendant vessels received the benefit of the aforementioned fuel deliveries to said vessel and is indebted to plaintiffs and, along with defendant Bouchard, is obligated to pay for the aforementioned marine fuel purchased from and delivered to the vessels by or on behalf of plaintiffs.

Failure to Pay

30. Plaintiffs have performed all conditions precedent to warrant full and complete payment for the marine fuel ordered by Bouchard and delivered to the defendant vessels.

31. For each fuel delivery, payment was due no later than 30 days after the date of delivery and, in each case, the deadline has passed without plaintiffs' receipt of the amounts due.

32. As a result of the foregoing, plaintiffs have indisputable claims for breach of contract against defendant Bouchard as well as maritime liens against the defendant vessels. In particular, plaintiff PFA

has a maritime lien against the tug EVENING BREEZE for the fuel supplied to that vessel on November 30, 2019 in the amount of \$23,086.58 plus interest and attorneys' fees, and plaintiff PMI has maritime liens against the remaining vessels for failure to pay for the fuel supplied to them on the dates set forth in paragraphs 15-21 and 23-24 above in the total amount of \$412,801.38 plus interest and attorneys' fees. These maritime liens are enforceable in admiralty in accordance with the provisions of Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, annexed to the Federal Rules of Civil Procedure.

33. Payment of the total amount due of \$435,887.96 has been demanded from defendant Bouchard by means of the attached invoices. However, to date, Bouchard has neglected, failed or otherwise refused to pay the outstanding aggregate sum of \$435,887.96 plus interest and attorneys' fees, which is indisputably due and owing to Plaintiffs pursuant to the contracts under which the fuel was sold to the defendants. In addition, the individual vessels have failed to pay and still owe as in rem defendants the sums set forth in paragraphs 15 – 24 above, which total \$435,887.96.

WHEREFORE, plaintiffs Plaza Marine, Inc. and Plaza Fueling Agents Incorporated pray:

1. That process in due form of law according to the usual practice of this Court may issue against defendant Bouchard Transportation Co., Inc.

2. That warrants should be issued for the arrest of the vessels M/V EVENING BREEZE, EVENING LIGHT, EVENING STAR, DENISE A. BOUCHARD, FREDERICK E. BOUCHARD, JANE A. BOUCHARD and J. GEORGE BETZ in rem and the vessels seized by the U.S. Marshal to be held as security against any judgment to be entered herein against each vessel, as appropriate.

3. That, after due proceedings, a decree may be entered in favor of plaintiffs against defendants for the respective amounts of plaintiff's damages, together with interest, attorneys fees and costs.

4. That, after their arrests, the defendant vessels be condemned and sold, free and clear of all liens and encumbrances, to satisfy the judgments against them, and that the Court award plaintiffs out of the proceeds of said sales, the amounts of their claims, together with pre-judgment and post-judgment interest, attorneys' fees, collection fees, custodia legis expenses, as well as other fees and disbursements for this action which remain outstanding, unpaid, due and owing from the defendants to plaintiffs; and

5. That plaintiffs have such other and further or different relief as to this Court may seem just and proper in the premises.

Dated: February 24, 2020

PLAZA MARINE INC. and PLAZA
FUELING AGENTS INCORPORATED

By: /s/ Keith W. Heard
Keith W. Heard

LENNON, MURPHY & PHILLIPS, LLC
The Graybar Building
420 Lexington Ave., Ste. 300
New York, New York 10170
(212) 490-6050 (T)
(212) 490-6070
kwh@lmpaw.net

VERIFICATION

STATE OF NEW JERSEY)

COUNTY OF MONMOUTH)

I, William G. Gotimer, Jr., provide the following verification:

I am the president of plaintiffs Plaza Marine Inc. and Plaza Fueling Agents Incorporated.

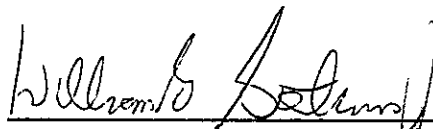
I have read the foregoing Complaint and know the contents are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.



William G. Gotimer, Jr.

DECLARATION PURSUANT TO U.S.C. § 1746

I verify under penalty of perjury that the foregoing is true and correct and has been executed on this, the 24th day of February, 2020.



William G. Gotimer, Jr.

EXHIBIT A



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24621

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
EVENING LIGHT

DATE		SHIP DATE	SHIPPED VIA	PORT	
11/20/2019		11/20/2019	Barge	Paulsboro, NJ	
PAYMENT TERMS				YOUR ORDER NO.	
NET 30 DAYS					
UNITS	DESCRIPTION		QTY (EA)	UNIT PRICE	AMOUNT USD
Gallon	Dyed ULSD		10052.000	2.075 / EA	20,857.90
	Federal LUST Fund				10.05
	NJ Oil Spill Comp and Recovery				5.53

Payment Due By
12/20/2019

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

Harbor / Plaza Consolidated

2076

Plaza Marine Inc. • Plaza Fueling Agents
2317 Route 34 South Suite 1F
Manasquan, NJ 08736

Date: 11-20-19

Sold To:

Vessel Name:

Evening Light

Location:

[] Pier [] Anchorage Port:

Delivered Via:

DS-8

Time Arrived:

2340

Time Started:

2350

Time Departed:

0100

Time Finished:

0040

Sulfur Content:

9.0

API Gravity:

36.5

Temp:

49.9

Viscosity (CTS):

2.615

Flash Point:

142

VCF:

Meter Readings

10005

Net Gallons:

1005.4

Gross Gallons:

10005

Net Barrels:

293.38

Metric Tons:

31.97

Chief Engineer:

Tankerman

MARPOL Sample

Supplier Sample

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 5

K E 14 (4) or 1A(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

REORDER FORM 3150714A FROM DEGREE DAY SYSTEMS INC. CEDAR GROVE, NJ 07009
TOLL FREE: 1-800-368-2822 FAX: 908-331-2822 e-mail: info@degreeday.com

1. INSERT FACE DOWN THIS END FIRST

All-Weather Eze-Snap Motor Ticket

EXHIBIT B



PLAZA MARINE * PLAZA FUELING * PLAZA STORAGE
HP CONSOLIDATED * SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24712

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
FREDERICK BOUCHARD

DATE		SHIP DATE		SHIPPED VIA		PORT			
11/29/2019		11/27/2019		Dockside		Elizabeth NJ			
PAYMENT TERMS						YOUR ORDER NO.			
NET 30 DAYS									
UNITS		DESCRIPTION		QTY (EA)		UNIT PRICE		AMOUNT USD	
Gallon		Dyed ULSD		8001.000		2.13 / EA		17,042.13	
		Federal LUST Fund						8.00	
		NJ Oil Spill Comp and Recovery						4.40	
				8001		TOTAL		17,054.53	

Payment Due By
12/27/2019

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:
Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12705

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 11-27-19

Sold To:

Bouchard

Vessel Name:

Frederick E. Bouchard

Location:

☐ Pier☐ AnchoragePort: NYT

Delivered Via:

Time Arrived: 21:50Time Started: 21:55Time Departed: 23:00Time Finished: 22:45

Sulfur Content:

8.7

API Gravity

35.6

Temp

52.2

Viscosity (CTS)

22.34

Flash Point

145

VCF:

Meter Readings

DD 6 6 2

3 0 8 5 2 5 3

DD 6 6 1

3 0 7 7 2 5 2

Net Gallons:

Gross Gallons:

8001

Net Barrels:

Metric Tons:

Chief Engineer:

Tankerman:

MARPOL Sample

546856

Supplier Sample

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation
14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT C



PLAZA MARINE * PLAZA FUELING * PLAZA STORAGE
HP CONSOLIDATED * SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24720

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
EVENING BREEZE

DATE	SHIP DATE	SHIPPED VIA	PORT	
11/30/2019	11/30/2019	Dockside	Elizabeth NJ	
PAYMENT TERMS		YOUR ORDER NO.		
NET 30 DAYS				
UNITS	DESCRIPTION	QTY (EA)	UNIT PRICE	AMOUNT USD
Gallon	Dyed ULSD	10000.000	2.07 / EA	20,700.00
	Federal LUST Fund			10.00
	NJ Oil Spill Comp and Recovery			5.50

Payment Due By
12/30/2019

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12709

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 11-30-19

Sold To: Boulevard Transport

Vessel Name: Evening Breeze

Location: ☒ Pier ☐ Anchorage Port: NYTDelivered Via: ☒ ☐

Time Arrived: 20:10	Time Started: 20:25
Time Departed: 21:45	Time Finished: 21:35

Sulfur Content: 8.7	API Gravity 35.6	Temp. 51.7
Viscosity (CTS) 2.234	Flash Point 145	VCF: —

Meter Readings	
DD 6 6 1	3 1 6 9 2 5 5
DD 6 6 1	3 1 5 9 2 5 5

Net Gallons:	Gross Gallons: 10,000
--------------	-----------------------

Net Barrels:	Metric Tons:
--------------	--------------

Chief Engineer: DYLAN SHORTY	Tankerman: <i>rk</i>
------------------------------	----------------------

MARPOL Sample	Supplier Sample
---------------	-----------------

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT D

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24719

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
J GEORGE BETZ

DATE		SHIP DATE		SHIPPED VIA		PORT			
11/30/2019		11/30/2019		Dockside		Elizabeth NJ			
PAYMENT TERMS						YOUR ORDER NO.			
NET 30 DAYS									
UNITS		DESCRIPTION		QTY (EA)		UNIT PRICE		AMOUNT USD	
Gallon		Dyed ULSD		30000.000		2.07 / EA		62,100.00	
		Federal LUST Fund						30.00	
		NJ Oil Spill Comp and Recovery						16.50	
				30000		TOTAL		62,146.50	

Payment Due By
12/30/2019

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBIOUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12707

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents
2317 Route 34 South Suite 1F
Manasquan, NJ 08736

Date: 11-30-19

Sold To:

Bouchard

Vessel Name:

J George Betz

Location:

☐ Pier

☐ Anchorage

Port:

Elizabeth

Delivered Via:

NJ

Time Arrived: 1245	Time Started: 1315	
Time Departed: 17:22	Time Finished: 17:05	
Sulfur Content: 8.7	API Gravity 35.6	Temp. 51.8
Viscosity (CTS) 2.234	Flash Point 145	VCF:

Meter Readings	
DD 6 6 1	3 1 4 9 2 5 4
DD 6 6 3	3 1 1 9 2 5 -

Net Gallons: <u>9</u>	Gross Gallons: <u>30,000</u>
Net Barrels:	Metric Tons:
Chief Engineer: <u>[Signature]</u>	Tankerman: <u>[Signature]</u>
MARPOL Sample: <u>619799</u>	Supplier Sample: <u>619813</u>

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT E



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24742

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
JANE BOUCHARD

DATE	SHIP DATE	SHIPPED VIA	PORT	
12/03/2019	12/02/2019	Dockside	Elizabeth NJ	
PAYMENT TERMS			YOUR ORDER NO.	
NET 30 DAYS				
UNITS	DESCRIPTION	QTY (EA)	UNIT PRICE	AMOUNT USD
Gallon	Dyed ULSD	30000.000	2.07 / EA	62,100.00
	Federal LUST Fund			30.00
	NJ Oil Spill Comp and Recovery			16.50
		30000	TOTAL	62,146.50

Payment Due By
01/01/2020

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12716 Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents
2317 Route 34 South Suite 1F
Manasquan, NJ 08736

Date: 12-2-19

Sold To: Borcherd

Vessel Name: Jane A Borcherd

Location: ☐ Pier ☐ Anchorage Port: NYT

Delivered Via:

Time Arrived: <u>17:25</u>	Time Started: <u>18:10</u>
Time Departed: <u>21:39</u>	Time Finished: <u>21:15</u>
Sulfur Content: <u>8.7</u>	API Gravity <u>32.6</u> Temp <u>50.8</u>
Viscosity (CTS) <u>2.234</u>	Flash Point <u>145</u> VCF:

Meter Readings

DD 6 7	3 2 6 7 4 6 0
DD 6 7	3 2 3 7 4 6 0

Net Gallons:	Gross Gallons: <u>30000</u>
Net Barrels:	Metric Tons:
Chief Engineer: <u>[Signature]</u>	Tankerman: <u>[Signature]</u>
MARPOL Sample <u>619798</u>	Supplier Sample <u>619783</u>

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT F



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24992

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
DENISE BOUCHARD

DATE	SHIP DATE	SHIPPED VIA	PORT	
12/25/2019	12/23/2019	Dockside	Elizabeth NJ	
PAYMENT TERMS		YOUR ORDER NO.		
NET 30 DAYS				
UNITS	DESCRIPTION	QTY (EA)	UNIT PRICE	AMOUNT USD
Gallon	Dyed ULSD	10000.000	2.175 / EA	21,750.00
	Federal LUST Fund			10.00
	NJ Oil Spill Comp and Recovery			5.50
		10000	TOTAL	21,765.50

Payment Due By

01/22/2020

Remit Payment To:

PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12743

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 12-23-15Sold To: BuchardVessel Name: Denise A. BuchardLocation: ☐ Pier ☐ Anchorage Port: NYT

Delivered Via:

Time Arrived: <u>20:15</u>	Time Started: <u>20:40</u>
Time Departed: <u>22:05</u>	Time Finished: <u>21:42</u>
Sulfur Content: <u>2.0</u>	API Gravity <u>36.1</u> Temp: <u>53.9</u>
Viscosity (CTS) <u>2.625</u>	Flash Point <u>140</u> VCF:

Meter Readings

10000
10000

3 6 1 2 8 0 0
3 6 0 2 8 8 0

Net Gallons:	Gross Gallons: <u>10000</u>
Net Barrels:	Metric Tons:
Chief Engineer: <u>[Signature]</u>	Tankerman: <u>[Signature]</u>
MARPOL Sample <u>61857.7</u>	Supplier Sample

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT G



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 24993

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
EVENING STAR

DATE	SHIP DATE	SHIPPED VIA	PORT	
12/25/2019	12/24/2019	Dockside	Elizabeth NJ	
PAYMENT TERMS		YOUR ORDER NO.		
NET 30 DAYS				
UNITS	DESCRIPTION	QTY (EA)	UNIT PRICE	AMOUNT USD
Gallon	Dyed ULSD	10000.000	2.185 / EA	21,850.00
	Federal LUST Fund			10.00
	NJ Oil Spill Comp and Recovery			5.50
		10000	TOTAL	21,865.50

Payment Due By
01/23/2020

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:
Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12744

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents
2317 Route 34 South Suite 1F
Manasquan, NJ 08736

Sold To: Boulevard Date: 12-24-19

Vessel Name: EVENING STAR

Location: ☐ Pier ☐ Anchorage Port: Elizabeth
NJ

Delivered Via:

Time Arrived: <u>0600</u>	Time Started: <u>0650</u>
Time Departed: <u>0830</u>	Time Finished: <u>0815</u>

Sulfur Content: <u>8.0</u>	API Gravity: <u>76.1</u>	Temp: <u>53.9</u>
Viscosity (CTS): <u>2.625</u>	Flash Point: <u>140</u>	VCF:

Meter Readings	
11 5 9 1 03 6 9 1	4 5 2 2 2 8 0 3 6 1 2 8 8 0

Net Gallons:	Gross Gallons: <u>10,000</u>
Net Barrels:	Metric Tons:

Chief Engineer: <u>[Signature]</u>	Tankerman: <u>K-ORR</u>
MARPOL Sample: <u>619590</u>	Supplier Sample: <u>619812</u>

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT H



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736

INVOICE

No. 24994

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
EVENING BREEZE

DATE	SHIP DATE	SHIPPED VIA	PORT	
12/25/2019	12/24/2019	Barge	Baltimore	
PAYMENT TERMS		YOUR ORDER NO.		
NET 30 DAYS				
UNITS	DESCRIPTION	QTY (EA)	UNIT PRICE	AMOUNT USD
	Dyed ULSD	10025.000	2.30 / EA	23,057.50
	Federal LUST Fund			10.03
	MD Oil Transfer Tax			19.05
		10025	TOTAL	23,086.58

Payment Due By
01/23/2020

Remit Payment To:
PO BOX 842606 BOSTON, MA 02284-2606

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Fueling Agents, Inc.
Acct # 4121768436

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

1880

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents
2317 Route 34 South Suite 1F
Manasquan, NJ 08736

Date: 12-24-19

Sold To: BOUCHARD

Vessel Name: Evening Breeze

Location: ☐ Pier ☐ Anchorage Port: Balt

Delivered Via: DS12

Time Arrived: <u>1630</u>	Time Started: <u>1655</u>
Time Departed: <u>1830</u>	Time Finished: <u>1815</u>

Sulfur Content: <u>.00097</u>	API Gravity <u>35.5</u>	Temp. <u>43</u>
Viscosity (CST)	Flash Point	VCF:

<u>1.0079</u>	<u>7.442</u> Meter Readings
---------------	-----------------------------

AA 2 3 9

2 7 9 1 4 8 2

AA 2 3 8

2 7 8 1 4 8 2

Net Gallons: <u>10025</u>	Gross Gallons: <u>10000</u>
---------------------------	-----------------------------

Net Barrels: <u>239.98</u>	Metric Tons: <u>32.25</u>
----------------------------	---------------------------

Chief Engineer: <u>[Signature]</u>	Tankerman: <u>BENDIS</u>
MARPOL Sample: <u>27773C</u>	Supplier Sample: <u>27774</u>

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation
14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

REORDER FORM 319-0714/A FROM DEGREE DAY SYSTEMS, INC. CEDAR GROVE, NJ 07009
TOLL FREE: 1-800-2DEGREE • FAX: (973) 239-5442 • e-mail: info@degreeday.com

INSERT FACE DOWN THIS END FIRST

All-Weather™ Eze-Snap Meter Ticket

EXHIBIT I



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 25013

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
FREDERICK BOUCHARD

DATE		SHIP DATE		SHIPPED VIA		PORT			
12/29/2019		12/26/2019		Barge		Paulsboro, NJ			
PAYMENT TERMS						YOUR ORDER NO.			
NET 30 DAYS									
UNITS		DESCRIPTION		QTY (EA)		UNIT PRICE		AMOUNT USD	
Gallon		Dyed ULSD		70686.000		2.27 / EA		160,457.22	
		Federal LUST Fund						70.69	
		NJ Oil Spill Comp and Recovery						38.88	
				70686		TOTAL		160,566.79	

Payment Due By
01/25/2020

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:
Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

2115

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 12/26/19

Sold To:

Vessel Name: Tug Frederick BouchardLocation: ☒ Pier ☐ Anchorage Port: Philly PaDelivered Via: Bay D.S. 8 at Philly Sauret

Time Arrived: <u>1725</u>	Time Started: <u>1745</u>
Time Departed: <u>2355</u>	Time Finished: <u>2340</u>

Sulfur Content: <u>0.00087</u>	API Gravity: <u>36.1</u>	Temp: <u>79 F</u>
Viscosity (CTS): <u>2.628</u>	Flash Point: <u>110 F</u>	VEF: <u>0.098</u>

Meter Readings

KE 676	0 7 0 0 0 0
KE 675	0 0 0 0 0 0

Net Gallons: 70'000Net Barrels: 83 Metric Tons: 225.392

Chief Engineer: <u>R. Jaylor</u>	Tankerman: <u>Bill Goggin</u>
MARPOL Sample	Supplier Sample

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

2115

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 12/26/19

Sold To:

Vessel Name: Tug Frederick BouchardLocation: ☒ Pier ☐ Anchorage Port: Philly PaDelivered Via: Bay D.S. 8 at Philly Sauret

Time Arrived: <u>1725</u>	Time Started: <u>1745</u>
Time Departed: <u>2355</u>	Time Finished: <u>2340</u>

Sulfur Content: <u>0.00087</u>	API Gravity: <u>36.1</u>	Temp: <u>79 F</u>
Viscosity (CTS): <u>2.628</u>	Flash Point: <u>110 F</u>	VEF: <u>0.098</u>

Meter Readings

KE 676	0 7 0 0 0 0
KE 675	0 0 0 0 0 0

Net Gallons: 70'000Net Barrels: 83 Metric Tons: 225.392

Chief Engineer: <u>R. Jaylor</u>	Tankerman: <u>Bill Goggin</u>
MARPOL Sample	Supplier Sample

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.

EXHIBIT J



PLAZA MARINE • PLAZA FUELING • PLAZA STORAGE
HP CONSOLIDATED • SOUTHERN MARINE

2317 Route 34 South, Suite 1F
Manasquan NJ 08736
(732)223-7000

INVOICE

No. 25101

BILL TO:

BOUCHARD TRANSPORTATION CO
58 SOUTH SERVICE ROAD
SUITE 150
MELVILLE, NY 11747
USA

SOLD TO:

AND/OR
OWNERS\OPERATORS\CHARTERERS
J GEORGE BETZ

DATE		SHIP DATE		SHIPPED VIA		PORT			
01/02/2020		01/02/2020		Dockside		Elizabeth NJ			
PAYMENT TERMS						YOUR ORDER NO.			
NET 30 DAYS									
UNITS		DESCRIPTION		QTY (EA)		UNIT PRICE		AMOUNT USD	
Gallon		Dyed ULSD		11781.000		2.175 / EA		25,623.68	
		Federal LUST Fund						11.78	
		Federal Oil Spill Recovery						25.14	
		NJ Oil Spill Comp and Recovery						6.48	

Payment Due By
02/01/2020

Remit Payment To:
PO BOX 842610 Boston, MA 02284-2610

Wire Instructions:

Wells Fargo
ABA # 121000248
Swift: WFBUS6S
Credit to: Harbor Plaza Consolidated
Credit to: Plaza Marine, Inc.
Acct # 4121768410

DISCLAIMER:

DELIVERIES OF PETROLEUM PRODUCTS DETAILED HEREON ARE SUBJECT TO CONTRACT TERMS BETWEEN BUYER AND SELLER AND/OR TERMS AND CONDITIONS OF SALE AGREED UPON BETWEEN SELLER AND THE BUYER AT THE TIME OF THE SALE AS PER "SALES CONFIRMATION". FURTHER, DELIVERIES OF ANY FUELS DETAILED HEREON ARE SUBJECT TO SELLERS "TERMS AND CONDITIONS OF SALE" DATED SEPTEMBER 2016. ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES, INCLUDING BUT NOT LIMITED TO, SALES, USE, EXCISE AND GROSS RECEIPTS TAX UNLESS SEPARATELY BILLED AND COLLECTED BY HP CONSOLIDATED ARE TO BE PAID TO SUCH TAXING AUTHORITIES DIRECTLY BY THE BUYER. THE FOLLOWING PAYMENT INSTRUCTIONS ARE IRREVOCABLE AND SHOULD NOT BE CHANGED AND/OR ALTERED IN ANY WAY UNLESS WRITTEN AND VERBAL INSTRUCTIONS BY AN OFFICER OF THE PLAZA MARINE GROUP AUTHORIZES SUCH.

12756

Harbor / Plaza Consolidated

Plaza Marine Inc. • Plaza Fueling Agents

2317 Route 34 South Suite 1F

Manasquan, NJ 08736

Date: 2/2/20Sold To: BOUCHARDVessel Name: 3 GEORGE BETZLocation: ☒ Pier ☐ Anchorage Port: NJ+

Delivered Via:

Time Arrived:	16:30	Time Started:	16:50		
Time Departed:	18:40	Time Finished:	1820		
Sulfur Content:	2.0	API Gravity	36.1	Temp:	52.7
Viscosity (CTS)	2.625	Flash Point	110	VCF:	—

Meter Readings	
DD 7 0	3 8 5 1 3 2
DD 7 0 4	3 8 3 9 5 4

Net Gallons:	Gross Gallons: <u>11,781</u>
Net Barrels:	Metric Tons:
Chief Engineer: <u>[Signature]</u>	Tankerman: <u>[Signature]</u>
MARPOL Sample <u>611567</u>	Supplier Sample <u>611513</u>

MARINE DELIVERY TICKET

The Fuel supplied in this delivery is in conformity with Regulation 14 (1) or 14(4)(a) and Regulation 18 of Annex VI of MARPOL 73 / 78.